



Public Works Committee

Thursday, October 28, 2021 at 6:00 pm

Notice of Meeting

320 N Main St. Falls City, OR 97344

Public Noticed on Wednesday October 27, 2021

Committee Members

Mike McConnell - Tony Meier - Jeff Propp - Gordon Hanson - Guy Mack - Cliff Lauder - Tracy you

1. Call to Order
2. Pledge of Allegiance
3. Motion to Adopt the Entire Agenda
4. Consent Agenda - Motion Action Approving Consent Agenda Items
 - a. Thursday September 23, 2021

Attachments:

- **PW Meeting Minutes-Guy Mack** (2021.09.23_PW_Minutes_Guy_Mack_.pdf)

5. Public Comments

6. New Business

a. Code Enforcement Officer

Attachments:

- **Agenda Report-AJ Foscoli** (2021.10.18_AR-_AJ_Foscoli.pdf)
- **Attachment A** (Attachment_A_09.28.2021_Falls_City_Code_Services_Agreement.FULLY_EXECUTED.pdf)
- **Attachment B** (Attachment_B_Code_Enforcement_Officer_Mark_Lapinskas_Bio-Photo.pdf)

b. Back Flow Testing Update

Attachments:

- **Agenda Report-Jamie Ward** (2021.10.27_Agenda_Report_Backflow_Testing.pdf)

c. Public Works Report- September 2021

Attachments:

- **Public Works Report** (PW_Report.pdf)

7. Old Business

a. Discussion on Parking Ordinance

8. Correspondence, Comments and Ex-Officio Reports

9. Committee Announcements

10. Adjourn

Contact: Jamie L Ward (jward@fallscityoregon.gov 5037873631) | Agenda published on 10/27/2021 at
2:49 PM

City of Falls City
Public Works Committee Meeting
Thursday September 23, 2021, 6:00 p.m.
Meeting Location: 320 N. Main Street

Committee Members Present

Mike McConnell, Tony Meier, Cliff Lauder, Tracy Young, Jeff Propp, Guy Mack. Absent: Gordon Hanson

1) Call to Order

Chair McConnell called the meeting to order at 6:00 PM, took roll call.

2) Pledge of Allegiance

Chair McConnell led the Committee in the Pledge of Allegiance.

3) Motion to Adopt the entire Agenda

Member Meier moved and member Propp seconded: **that we adopt the entire Agenda.** Motion carried 6-0-0 Ayes. Mike McConnell, Tony Meier, Cliff Lauder, Tracy Young, Jeff Propp, Guy Mack.

4) Consent Agenda: Motion Action Approving Consent Agenda Items

Member Meier moved and member Lauder seconded: **that we approve Consent Agenda Item, PWC Minutes August 26, 2021.** Motion carried 6-0-0 Ayes. Mike McConnell, Tony Meier, Cliff Lauder, Jeff Propp, Tracy Young, Guy Mack.

5) Public Comment

Mike McAllister who owns property on Mitchell Street informed PWC that he was wondering if it was possible to extend the sewer line on Mitchell to the property thus allowing him greater flexibility for development. Mr. McAllister stated that if the cost was low enough he believed he would be able to cover it. PWC recommended that he present a proposal to the City Council outlining the project with estimated engineering and construction costs.

6) New Business

A. None

7) Old Business

A. Falls City Municipal Code: Chapter 70 - Traffic and Parking Regulations

Since PWC members hadn't sufficiently studied the ordinances, Chair McConnell tabled the discussion until the October meeting

8) Correspondence, Comments and Ex-Officio Report

9) Committee Announcements

Next meeting to be held October 28, 2021 at 6:00 pm, Community Center.

10) Adjourn

Member Mack moved and member Young seconded: **we adjourn.** Motion carried 6-0-0 Ayes. Mike McConnell, Tony Meier, Cliff Lauder, Jeff Propp, Tracy Young, Guy Mack. Meeting adjourned at 6:51..

_____ Public Works Committee Chair McConnell

Attested: _____ Public Works Committee Member

AGENDA REPORT

TO: CITY COUNCIL
FROM: CITY MANAGER FOSCOLI
SUBJECT: MUNICIPAL COURT & CODE SERVICES
DATE: OCTOBER 18, 2021

BACKGROUND

The City of Falls City has in the past pursued a code enforcement program to ensure that health and safety were front and center in the residents' minds. Due to staffing turnover, as well as financial challenges of sustaining a part-time position with limited funds, the code services officer position has now been vacant for more than 2 years. Since code enforcement is one of the council's stated goals, work has been going on to bring back a program that could be sustained with the limited funds available.

SUMMARY

Falls City council approved entering into a contract with the city of Dallas for code enforcement services at the last council meeting on September 13. Starting on October 1, Mark Lapinskas, Dallas' most senior Code Enforcement officer has been touring the city along with city staff to familiarize himself with the various levels of code non-compliance that are occurring in the community. As stated previously, his focus will be on health & safety issues as well as engaging with the community to fulfill the city's goal to help educate residents on the health & safety aspect of our municipal code. His other duties will include scheduling mitigating efforts with city assistance for those in non-compliance within 2021.

As part of the city's communication plan on code enforcement, Mark will be available at upcoming town halls at the end of October, beginning of December and beginning of January to answer any questions regarding enforcement of health & safety related codes. Since no citations will be issued to properties in non-compliance, until they've had the opportunity to voluntarily address their code infractions during the remainder of 2021, Falls City will not be resuming court services until February. These official proceedings will be held at Dallas' municipal court based on an existing IGA (Intergovernmental Agreement).

STAFF RECOMMENDATION

N/A

PROPOSED MOTION

N/A

ATTACHMENTS

Attachment A – Code Enforcement Executed Contract
Attachment B – Mark Lapinskas Bio & Photo

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF FALLS CITY
AND THE CITY OF DALLAS
FOR THE PROVISION OF CODE SERVICES
AND RELATED SERVICES

This Agreement is made and entered into by the City of Falls City (hereinafter "Falls City"), an Oregon municipal corporation and the City of Dallas (hereinafter "Dallas"), an Oregon municipal corporation.

RECITALS

A. Falls City wishes to enter an intergovernmental agreement with Dallas for the provision of code services within Falls City.

B. Dallas employs code services employees and has the capacity to provide such services on the terms and conditions set forth in this Agreement.

C. The parties have authority to enter into this intergovernmental agreement pursuant to the powers contained in their respective Charters and ORS 190.010.

AGREEMENT

Now, therefore, with the recitals above acknowledged and incorporated herein, it is agreed by and between the parties as follows:

1. SERVICES PROVIDED BY DALLAS.

Dallas agrees to provide the following services to Falls City:

- Perform 10 hours of Code Services work per week for the duration of this agreement; field schedule will be set by Dallas and may vary week-to-week.
- Provide Dallas official vehicle for use to perform the services of this agreement.
- Provide telecommunications and photographic technology for communications, documentation, scheduling and evidence.
- Provide code services technology for inputting, tracking and reporting on code services complaints, contacts and related service issues.

- Provide monthly activity reports to Falls City by the 10th day of the month following services rendered.
- Provide quarterly reports to Falls City on or around the following dates: Jan. 15, 2022; April 15, 2022; July 15, 2022.
- Receive and respond to complaints from Falls City residents.
- Provide outreach education and information to community members and violators.
- Make first contact with municipal code violators.
- Issue notices of violations.
- Conduct compliance inspections.
- Issue citations, when and where appropriate.
- Process citations through the Dallas Municipal Court, in accordance with that separate Intergovernmental Agreement between the parties for Municipal Court and Related Services.
- Collect court revenues to be distributed to Falls City, in accordance with that separate Intergovernmental Agreement between the parties for Municipal Court and Related Services.

2. OBLIGATIONS OF FALLS CITY

Falls City will:

- Provide three equal payments of \$8,250.00, each; due on December, 15, 2021; March 15, 2022; June 15, 2022.
- Arrange for “meet and greet” information, education and introduction events between Dallas staff and appropriate local government and community members during the initial phase (orientation period) of the agreement or by November 1, 2021.
- Provide advance communications to the community prior to the start of field work by Dallas staff.
- Provide any received community feedback in writing to Dallas staff within 10 days of receipt.
- Provide a community map to Dallas staff.
- Provide relevant municipal code documents, if not available online.
- Provide community code enforcement priorities to Dallas staff.
- Discuss with Dallas staff and agree upon an education, information and enforcement process, community need priorities and timelines, seeking a phased-in enforcement approach.
- Provide applicable citations, notices, warnings, parking tags, information hand-outs, etc. under the name and title of Falls City that Dallas staff may use in the

performance of its services under this Agreement. Information will include direct contact information of Dallas staff.

- Allow for an initial three-week orientation period with actual field work to begin the week of October 25, 2021 or upon development and receipt of deliverable Falls City outreach materials, whichever occurs later.
- Forward complaints received and issues encountered directly to Dallas staff.
- Provide resources and process direction regarding nuisance abatement; abatement costs are not considered to be a part of this agreement.

3. TERM.

The term of this Agreement shall commence on October 1, 2021, and end on June 30, 2022.

4. EMPLOYEES

All Dallas staff employed in the performance of this Agreement shall be employees of Dallas, and Dallas shall remain fully responsible for all taxes, assessments, fees, premiums, wage holdings and other direct and indirect compensation, benefits, and related obligations with respect to its employees.

5. TERMINATION

This Agreement may be terminated by either party without cause upon giving a 180 days' prior written notice to terminate; provided, that distribution of the proceeds of fines and payment of all fees authorized under this agreement that are distributable or payable after the date of termination shall survive the termination of this Agreement.

6. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

7. COMPLIANCE WITH LAWS

In connection with their activities under this Agreement, both parties shall comply with all Federal, state, and local laws applicable to the work under this Agreement.

8. INDEMNIFICATION

In accordance with the Oregon Constitution and the Oregon Tort Claims Act, to the maximum extent permitted by law, the parties shall hold and save each other, their officers, agents, and employees, harmless and shall defend and indemnify each other from any claims for damages to property or injury to persons which may be occasioned in whole or in part by the acts or omissions of the parties under this Agreement.

9. AMENDMENTS

To be effective, any amendment to this Agreement must be approved by each party and signed by an authorized representative of each party.


13. COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change if made, shall be effective only in specific instances and for specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

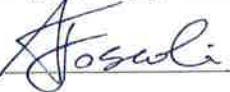
14. COUNTERPARTS

This Agreement may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

CITY OF DALLAS

By: 
Name: BRIAN LATTA
Title: City Manager
Date: 9/28/2021

CITY OF FALLS CITY

By: 
Name: AJ Foscoli
Title: City Manager
Date: 9/28/2021



Mark Lapinskas

Code Services Specialist for the City of Dallas since September 2019

Master's Degree - Bellevue University, Bellevue N.E.

Background/Positions:

Law enforcement background including chief of police, Mayor of Kendrick, Idaho, Loss Prevention and operations Manager for two fortune 500 companies.

Mark has worked in Code Services for the last two years and enjoys serving the community and is looking forward to working with the community of Falls City.

AGENDA REPORT

TO: PUBLIC WORKS COMMITTEE
FROM: JAMIE WARD, CITY RECORDER
SUBJECT: SEPTEMBER BACKFLOW TEST RESULTS
DATE: 10/27/2021

SUMMARY

Scott Rule of West Coast Cross Connections recently submitted the results for his September portion of backflow tests results which concludes testing. A total of 121 devices have been tested to date with 89 devices passing and 39 failing..

BACKGROUND

April 12, 2018, A motion was made by Councilor Meier and seconded by Councilor Drill to move the backflow ownership issue back to Public Works Committee. Motion carried 5-0-1. Ayes: Lori Jean Sickles, Jennifer Drill, Tony Meier, Cliff Lauder, Dennis Sickles Nays: Charlie Flynn

Options discussed by Council;

1. City seeks bids from licensed plumber to replace customers backflows, create a loan fund to allow customer to pay off cost over 6, 9, or 12 months.
2. Discuss with Public Works for different options. There has been discussion of changing Ordinance to remove all property requirements, institute a cross connection program and only properties required under ORS regulations will be required to have them at property owners expense.
3. Unless service is a high risk to system, give customer a time limit to have the backflow changes out or have water shut off.

In 2018, West Coast Cross Connections entered into a Contract to perform the Backflow Testing for water customers. In 2013, Richard Evans began testing with the last known prior testing was in 2005. In 2013, the City added a charge of \$2.25 per month to each account to cover the cost of inspection.

The backflow devices were installed through the Water Treatment Plant grant. At the time, Council felt that with The Clean Water Action Plan of 2009 coming into effect, backflows would be a requirement, so they proactively installed the backflow devices on every account. It did not become a requirement, but with the backflow devices installed, requirements must be followed to test each device annually. Past Administration designated the devices as the customers' responsibility according to OAR 333.061.0070, thus the testing fee, and the city set up inspections, but if a device failed it would be the customers' responsibility to replace.

PREVIOUS COMMITTEE ACTION None
ALTERNATIVES/FINANCIAL IMPLICATIONS None
STAFF RECOMMENDATION None
PROPOSED MOTION None



City of Falls City

299 Mill St • Falls City, Oregon • 97344
Ph. (503) 787-3631 • www.fallscityoregon.gov

Public Works Report September of 2021

Administration

Normal operations.

Water Division

Normal operations.

Sewer Division

Normal operations.

Streets Division

Normal operations.

Parks & Cemeteries Division

Normal operations.

Non-Sewer Wastewater Division (TMDL)

Normal operations.